

MORTGAGE DEED**015738**

39-19

KNOW ALL MEN BY THESE PRESENTS, that I, **IAN K. POULIN** of Waterville, County of Kennebec and State of Maine, in consideration of ONE DOLLAR (\$1.00) and other valuable consideration paid by **REGINALD J. POULIN** and **KIM A. POULIN**, the receipt whereof I do hereby acknowledge, do hereby **GIVE, GRANT, BARGAIN, SELL and CONVEY** unto the said **REGINALD J. POULIN** and **KIM A. POULIN**, their heirs and assigns forever, the following described real estate:

A certain lot or parcel of land, situated in Waterville, County of Kennebec and State of Maine, more particularly bounded and described as follows, to wit:-

Being Lots numbered thirteen and eighteen (13 and 18) on a Plan made for D. L. Milliken by E. B. Cummings, C.E., said Plan being on file at the Kennebec Registry of Deeds, in Plan Book 1, Page 43.

Being the same premises conveyed to the herein Mortgagor by Warranty Deed of the herein Mortgagees, dated concurrently herewith and to be concurrently recorded with this Mortgage.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said **REGINALD J. POULIN** and **KIM A. POULIN**, their heirs and assigns forever, to them and their use and behoof forever.

And said **IAN K. POULIN** does covenant with the said Grantees, their heirs and assigns, that he is lawfully seized in fee of the premises; that they are free of all encumbrances; that he has good right to sell and convey the same to the said Grantees to hold as aforesaid; that he and his heirs shall and will **WARRANT and DEFEND** the same to the said **REGINALD J. POULIN** and **KIM A. POULIN**, their heirs and assigns, against the lawful claims and demands of all persons.

PROVIDED, NEVERTHELESS, that if the **IAN K. POULIN**, his heirs and assigns, shall pay to the said **REGINALD J. POULIN** and **KIM A. POULIN**, their

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heirs and assigns, the principal sum of FORTY THOUSAND and NO/100 (\$40,000.00) DOLLARS, with interest and all other charges in accordance with the terms of a certain promissory note of even date herewith and secured hereby, then this deed, as also said promissory note of even date herewith, shall be void, otherwise shall remain in full force.

Grantor further covenants and agrees with Grantees as follows:

1. Grantor shall pay, when due, any taxes and assessments of every type or nature which may be levied or assessed against the premises and any claim, lien or encumbrance against the premises which may be or become prior to this mortgage. Grantees agree, however, that Grantor shall have the right to contest the amount or legality of any such taxes and assessments and make application for the reduction thereof, or any assessment upon which the same may be based. Notwithstanding that Grantor, in good faith, may contest the same as aforesaid, or make application for the reduction thereof, or any assessment upon which the same may be based, Grantor shall not, by reason of such contest or application, allow himself to be divested of his title to the premises and Grantor further agrees to pay any legally charged interest or additional taxes and assessments incurred by reason of any such contest or application.
2. Grantor shall keep the buildings on the premises insured against fire in a sum not less than full fair market value of building and structures, for the benefit of the Grantees, their heirs and assigns, in such form and at such insurance offices as the Grantees shall approve. Grantor shall name Grantees as mortgagee and loss payee. Grantor shall provide evidence of insurance which shall state the coverage cannot be cancelled without 15 days' notice to Grantees.
3. It is an additional covenant of Grantor, for breach of which foreclosure may be claimed and for breach of which the indebtedness due under the Note may be declared due and payable at once, that title to all or part of the premises shall not pass from Grantor or any subsequent title holder, either voluntarily or involuntarily.
4. In the event of a breach of any covenant or agreement contained herein or in the Note secured hereby, or any substantial destruction by casualty to the premises, Grantees may accelerate the indebtedness due under the Note secured hereby without notice (upon written notice from Grantees to Grantor).
5. Grantor shall not commit or suffer strip or waste.
6. If the Grantor shall default in the payment of any tax, assessment or charge levied or assessed against the premises, and the payment of any utility charge which might become a lien on the premises, and the payment of any

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insurance premium, in the procurement of insurance coverage and delivery of policies or certificates thereof, in the payment or performance of any obligation under any lease, or in the performance or observance of any other covenant, condition or term of this Mortgage, then the Grantees, at their option, may perform or satisfy the same, and all payments made and all costs (including reasonable attorney's fees) or expenses incurred by the Grantees in connection therewith, together with interest at a rate that is 1% per annum greater than the interest rate set forth in the Note, shall be payable upon demand, which payment is and shall be secured hereby, and the Grantees are authorized to peacefully enter and to authorize others to enter upon the premises for the purpose of performing or observing any such defaulted covenant and curing the same.

7. The covenants and agreements herein contained shall bind, and the benefits and advantages thereof shall inure to, the respective heirs, successors and assigns of the Grantor and Grantees.

IN WITNESS WHEREOF, I, the said **IAN K. POULIN**, hereunto set my hand and seal this 22nd day of June, in the year of our Lord two thousand.

Signed, Sealed and Delivered
in the presence of:

Barbara A. Leavitt

Ian K. Poulin
IAN K. POULIN

ACKNOWLEDGEMENT

STATE OF MAINE
KENNEBEC, ss.

June 22, 2000

Personally appeared the above-named **IAN K. POULIN**, and acknowledged the above instrument to be his free act and deed.

Before me,



Barbara A. Leavitt
Notary Public/Attorney at Law
BARBARA A. LEAVITT
Notary Public, Maine
My Commission Expires August 23, 2002
(print name)

RE Mortgages POULIN to POULIN

RECEIVED KENNEBEC SS.
2000 JUL 12 AM 9:00

ATTEST: Thomas Rush Mann
REGISTER OF DEEDS